



## **CONTRACT NO. 12-0808A**

### **For Leachate Disposal and/or Transportation**

LAKE COUNTY, FLORIDA, a political subdivision of the state of Florida, its successors and assigns through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the Bid of **Delta Pioneer, Inc.** (hereinafter "Contractor") to supply Leachate Disposal and/or Transportation to the County pursuant to County Proposal Number **12-0808** (hereinafter "ITB"), -closing dated March 21, 2012 and Contractor's February 24, 2012 ITB response thereto with all County ITB provisions governing.

#### **Special Clauses:**

##### **Public Records**

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the CONTRACTOR for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR's office or facility. The CONTRACTOR shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the Contract, the CONTRACTOR shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the COUNTY.

##### **Prohibition against Contingent Fees**

The CONTRACTOR warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract.

This Contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

This Contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

The failure of any party hereto at any time to enforce any of the provisions of this Contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Contract.

During the term of this Contract the CONTRACTOR assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the CONTRACTOR employees or applicants for employment. The CONTRACTOR understands and agrees that this Contract is conditioned upon the veracity of this statement of assurance.

A copy of the Contractor's signed Proposal is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

Attachments: N/A

No financial obligation shall accrue against the County until Contractor shall make delivery pursuant to order of the County Procurement Services Director.

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his or her option, declare this contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from **May 9, 2012** through **May 31, 2013** except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for four (4) one (1) year renewals at Lake County's sole option at the terms noted in the Proposal.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: *Roseann Johnson*  
Senior Contracting Officer

Date: *May 29, 2012*

Distribution: Original-Bid File  
Copy-Contractor  
Copy-Solid Waste





## INVITATION TO BID (ITB)

### LEACHATE DISPOSAL AND/OR TRANSPORTATION

ITB Number:	<u>12-0808</u>	Contracting Officer:	<u>Roseann Johnson</u>
Bid Due Date:	<u>February 29, 2012</u>	Pre-Bid Conf. Date:	<u>Not applicable</u>
Bid Due Time:	<u>3:00 pm</u>	ITB Issue Date:	<u>February 8, 2012</u>

#### TABLE OF CONTENTS

SECTION 1: Special Terms and Conditions	Pages 2-14
SECTION 2: Statement of Work	Pages 15-18
SECTION 3: General Terms and Conditions	Pages 19-22
SECTION 4: Pricing/Certifications/Signatures	Pages 23-26
SECTION 5: Attachments	Pages 27-29

#### SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:

Proposal and/or Performance Bond:	Not applicable
Certificate of Competency/License:	See Section 1.6 and Section 1.22
Indemnification/Insurance:	See Section 1.8
Pre-Bid Conference/Walk-Thru:	Not applicable

At the date and time specified above, all bids that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the bidders submitting bids will be read aloud and recorded. The bids will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the official bid due date. When countersigned by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

Vendors shall complete and return the entirety of this ITB Document, and attach all other information requested in this ITB document (See Provision 1.13). Failure to sign the bid response, or to submit the bid response by the specified time and date, may be cause for rejection of the bid.

#### NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

- ☐ Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- ☐ Please remove our firm from Lake County's Vendor's List for this product / service.

#### VENDOR IDENTIFICATION

Company Name: _____	Phone Number: _____
E-mail Address: _____	Contact Person: _____

**Section 1.1: Purpose**

The purpose of this solicitation is to establish a contract for transportation and/or disposal of leachate in conjunction with the County's needs. The County requires the vendor to properly transport and/or dispose of solid waste landfill leachate containing chlorides from the Lake County Public Works, Solid Waste Division Facility located at 13130 County Landfill Road, Tavares, Florida. Leachate is the liquid generated by rainfall and decomposed waste that drains through and collects at the bottom of a landfill. Historical laboratory analysis of the County's leachate is available upon request.

**This is an indefinite quantity term contract with no guarantee services will be required. The County does not guarantee a minimum or maximum dollar amount to be expended on any contract(s) resulting from this Invitation to Bid.**

**Section 1.2: Designated Procurement Representative**

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than five (5) working days before the bid due date.

Roseann Johnson, CPPB, Senior Contracting Officer  
Lake County BCC  
Office of Procurement Services  
315 W. Main Street, Room 441  
PO BOX 7800  
Tavares, FL 32778-7800

Phone : 352.343.9839  
Fax : 352.343.9473  
E-mail: rjohnson@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Office of Procurement Services.

**NOTE: From the date of the issuance of this ITB until final County action, vendors shall not discuss this ITB or any part thereof with any employee, agent, or representative of the County except the authorized representative noted above. Only those communications with the authorized representative noted above shall be considered pertinent to this ITB.**

**Section 1.3: Method of Award in the County's Best Interests**

As the best interests of the County may require, the County reserves the right to make award(s) on a lowest price basis by individual item, group of items, all or none, or a combination thereof; with one or more vendor(s); to reject any and all offers or waive any minor irregularity or technicality in bids received.



**Note:** This ITB may be awarded to multiple vendors. If the County awards to one or more vendors; the resulting contract(s) will not guarantee any one vendor(s) all of the County leachate disposal services business. The gallonage estimated would be split as the County so deems necessary for the transportation and/or disposal of the leachate.

**Section 1.4: Pre-Bid Conference / Site Visits**

Not applicable to this solicitation

**Section 1.5: Term of Contract – Twelve (12) Months**

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services; and contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall remain in effect for twelve (12) months, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

**Section 1.6: Option to Renew for Four (4) Additional One (1) Year Period(s)**

Prior to, or upon completion, of the initial term of this contract, the County shall have the option to renew this contract for four (4) additional one (1) year period(s). Prior to completion of each exercised contract term, the County may consider an adjustment to price based on changes in the following pricing indexes published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov>), Product, Wage, Earnings and Benefits Calculators. It is the vendor's responsibility to request in writing any pricing adjustment under this provision. The vendor's written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The County reserves the right to reject any written price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

**Section 1.6.1: Price Redetermination - Fuel**

If the below-identified price index for fuel (gas and/or diesel as applicable to the vendor's operation) increases by ten percent (10%) or more from the base index as defined below, the vendor may petition the Procurement Services Director in writing for an appropriate increase in



the contract price(s). Any increase in the contract price(s) will be applied considering the relation of fuel cost to the contractor's total cost for the contracted product or service.

Any price re-determination will be solely based upon the percentage change between the base index and the current month index as documented by the:

State of Florida Department of Management Services

[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/state\\_contracts\\_agreements\\_and\\_price\\_lists/state\\_term\\_contracts/bulk\\_fuel\\_gasoline\\_and\\_diesel](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/state_term_contracts/bulk_fuel_gasoline_and_diesel) for unleaded gas, Florida PAD 1, Orlando

The base index will be the index number for the month prior to the bid due date stated in the solicitation. The current month index will be the last month's index published before the request for a price re-determination is made.

The vendor shall provide (in writing) a cost analysis as described below for each contract price for which the vendor is requesting adjustment. This analysis must include the percentage increase calculation between the base and current month indices; a clear and detailed representation of the fuel cost component of any contract price for which an adjustment is requested; and a calculation showing the original contract price, the requested adjustment, and the proposed revised price. As an example: if the fuel index increases by twelve percent (12%) and the fuel cost accounts for ten percent (10%) of the cost of the product or service, then the contract price may be increased by 1.2 % ( $0.12 * 0.10$ ). The vendor may submit additional clarifying or justifying information for the County's consideration. Failure to provide sufficient detail in the manner described above shall result in rejection of the vendor's request for pricing adjustment.

If the Procurement Services Director grants any increase in any contract price based upon this clause, the increased price(s) may be adjusted downward on a unilateral basis by the County if the fuel index(s) used to support any previous increase then decrease by ten percent (10%) or more. Any such decrease will be based on the calculations submitted by the vendor pertaining to any previous price increase.

This clause may be used in addition to any other price redetermination clause in this invitation/contract.

### **Section 1.7: Method of Payment**

The vendor(s) shall submit invoices to the County user department(s). In addition to the general invoice requirements set forth below, the invoices shall reference the weigh ticket and executed manifest signed by the scale attendant, driver and receiving facility. **Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the goods or services.** Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, **and confirmation of acceptance of the goods or services by the**

appropriate County representative. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

The County encourages the use electronic pay programs.

### Section 1.8: Insurance

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
-----------------------	-------------



Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value: \$ \_\_\_\_\_  
Garage Keepers Liability at coverage value: \$ \_\_\_\_\_

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the Vendor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Vendor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF  
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS,  
P.O. BOX 7800  
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.



The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

#### **Section 1.9: Bonding**

Not applicable for this ITB.

#### **Section 1.10: Completion of Work From Date of Notice to Proceed**

As specified in Statement of Work.

#### **Section 1.11: Acceptance of Goods or Services**

The product(s) delivered as a result of an award from this solicitation shall remain the property of the contractor, and services rendered under the contract will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) **accepted by the County** and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the contract or initiate corrective action on the part of the vendor, to include return of any non-compliant goods to the vendor at the vendor's expense, requiring the vendor to either provide a direct replacement for the item, or a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the County on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the contractor by the County for any contract or financial obligation.

#### **Section 1.12: Warranty**

Not applicable for this ITB

#### **Section 1.13 Deliveries and Completion of Solicitation Response**

##### **Section 1.13.1: Delivery of Solicitation Response**

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Office of Procurement Services prior to the date and time established within the solicitation. A response will not be considered for award if received in the Office of Procurement Services after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the due date stated in the solicitation.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES  
315 W. MAIN STREET  
4TH FLOOR, ROOM 441  
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE (USPS)**, please mail it to:

LAKE COUNTY PROCUREMENT SERVICES  
PO BOX 7800  
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a



private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES  
MAIL RECEIVING CENTER  
32400 COUNTY ROAD 473  
LEESBURG, FL 34788

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

#### **Section 1.13.2: Completion Requirements for Invitation to Bid**

Two (2) signed original bids and two (2) complete copies of the bid submitted by the vendor shall be sealed and delivered to the Office of Procurement Services no later than the official bid due date and time. Any bid received after this time will not be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any Bidder in responding to this ITB including, without limitation, costs for product and/or service demonstrations if requested.

When you submit your bid, you are making a binding offer to the County and are agreeing to all of the terms and conditions in this Invitation to Bid. Use only the form(s) provided in this document. If you make any change to the content or format of any form, the County may disqualify your offer. All information shall be legible and either written in ink or typewritten. If you make a correction or change on any document, the person signing the bid proposal must initial the change. The bid shall be manually signed in **BLUE INK** by an official authorized to legally bind the Bidder to its provisions.

**COMPLETION OF BID PACKAGE:** The vendor shall complete all required entries in Section 4 of the bid form such as, but not limited to, pricing pages, signature, certifications, references, and acknowledgement of any solicitation addenda. The vendor shall submit the entire solicitation with all Section 4 entries completed in the number of copies specified to the address specified in this solicitation. The vendor shall also submit any supporting documents (to include proof of insurability and provision of bid bonds as required), samples, and/or descriptive literature required by any of the provisions in Section 2 of the solicitation in a separate sealed envelope / package marked "Literature for Bid (Number).". Do not indicate bid prices on literature.

#### **Specific Completion Directions:**

- Pricing shall be completed as directed within Section 4.
- Initial and date in **BLUE INK** the appropriate space(s) for each addendum you received for this ITB.
- Insert any prompt payment discount that you will offer. Note payment is **NET 30 DAYS** otherwise.
- Complete all certifications included within Section 4 of the solicitation.
- Complete the reference information sheets (include at least three references) contained within

the solicitation.

- Complete the vendor information, and sign the bid (IN BLUE INK) in the spaces provided in Section 4 of the solicitation.
- If insurance is required, submit either a certificate of insurance, or evidence of insurability, that is in compliance with the stated insurance requirements.

#### **Section 1.14: Accident Prevention and Barricades**

Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant Federal, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible vendor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

#### **Section 1.15: Business Hours of Operations**

As specified in the Statement of Work.

#### **Section 1.16: Certificate of Competency/Licensure, Permits, and Fees**

Any person, firm, corporation or joint venture that submits an offer in response to a County solicitation shall, at the time of such offer, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed. If work for other trades is required in conjunction with this solicitation and will be performed by a sub-contractor(s) or vendor(s) hired by the prime/responding vendor, an applicable Certificate of Competency/license issued to the sub-contractor(s)/hired vendor(s) shall be submitted with the prime/responding vendor's offer; provided, however, that the County may at its option and in its best interest allow the prime/responding vendor to supply the sub contractor(s)/hired vendor(s) certificate/license to the County during the offer evaluation period. The prime/responding vendor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated herein. Damages, penalties, and/or fines imposed on the County or the vendor for failure to obtain required licenses, permits, inspection or other fees, or inspections shall be borne by the vendor.

#### **Section 1.17: Competency of Vendors and Associated Subcontractors**

The County may elect to conduct a pre-award inspection of the vendor's facility during the offer evaluation process. Offers will be considered only from firms which are regularly engaged in the business of providing or distributing the goods and/or performing the services as described in the solicitation, and who can produce evidence of a consistent satisfactory record of performance. Vendors must demonstrate that they have sufficient financial support and organization to ensure that they can satisfactorily execute the contract if awarded under the terms and conditions herein stated. In the event that the vendor intends to sub-contract any part of its work to another vendor, or will obtain the goods specifically offered under this contract from another source of



supply; the vendor may be required to verify the competency of its subcontractor or supplier. The County reserves the right, before awarding the contract, to require a vendor to submit such evidence of its qualifications and the qualifications of its subcontractor as it may deem necessary. The County may consider any evidence available to it of the financial, technical and other qualifications and abilities of any vendor responding hereunder, including past performance with the County, in determining vendor responsibility for the purposes of selecting a vendor for contract award.

**Section 1.18: Clean-Up**

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager.

**Section 1.19: Labor, Materials, and Equipment Shall be Supplied by the Vendor**

Unless otherwise stated in this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

**Section 1.20: Special Notice to Vendors Regarding Federal Requirements**

This purchase action during declared emergencies may be supported in whole or in part by Federal funding. Therefore, this solicitation and any resulting contract may include provisions related to various specific federal requirements such as the Federal Emergency Management Agency (FEMA) and the Federal Department of Transportation (FDOT).

**Section 1.21: Vendors Liaison/Representative**

Vendors responding to this ITB shall identify a liaison person that the County can send any communication. Please provide the name, mailing address, telephone number, fax number, and email address of the contact in Section 4, Pricing/Certifications/Signatures.

**Section 1.22: Specialized Licenses/Certificates (continuation of Section 1.16)**

If vendors are required by any regulatory agency to maintain licenses, permits and certifications to provide services under this ITB you are to submit copies of those licenses, permits, and certifications with your bid submittal. The following licenses, permits, and certifications are required but not limited to:

- Wastewater Treatment Plant Operations Permit
- Annual Inspection for compliance with your facility's discharge permit
- FDEP Storage Tank Placard
- Accidental Discharge Plan

- User Discharge Permit
- Hauling Permits

If the vendor(s) fail to keep the required licenses, permits, and/or certifications current and in force for the term of the contract and any extension, the County shall deem you to be in breach of any contract and shall take appropriate action.

#### **Section 1.23: Contractor's Personnel**

The vendor shall direct and supervise competent and qualified personnel and shall devote time and attention to the direction of the operation to insure performance of obligations and duties as set forth herein. The County shall have the right to request removal or replacement of any of the vendor(s) personnel if said personnel are unqualified, rude, belligerent, or offer a nuisance or threat.

The awarded vendor(s) shall be responsible for instructing its employees in all safety measures.

The vendor(s) shall ensure every employee on the vendor's work force is provided a photo identification badge. This badge must be worn at all times outside of their uniform when on County property. All Contractor employees shall adhere to County security standards.

The successful vendor(s) are hereby notified that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol is prohibited on any County property. Violations may subject the vendor(s) and/or the vendor(s) employee(s) to fines, prosecution, imprisonment and/or termination of this or any other contract(s) the vendor presently holds.

#### **Section 1.24: Spill Prevention/Control/Countermeasure Plans and Emergency Procedures**

Vendor(s) shall have an emergency action plan for spill prevention or accidental discharge. A copy of these procedures shall be included with your bid submittal.

#### **Section 1.25: Ownership of Leachate**

Title to leachate shall pass to the vendor when placed in Vendor's vehicle.

#### **Section 1.26: Omission from the Specifications**

The apparent silence of this specification and any addendum regarding any details, or the omission from the specification of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

#### **Section 1.27: Protection of Property**

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the



County has an interest shall be protected against damage or interrupted services at all times by the vendor during the term of this contract; and the vendor shall be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the vendor's operation on the property. In the event the vendor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the vendor.

**Section 1.28: Public Records/ Copyrights**

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the contractor for or on behalf of the County shall be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the County are public records available for inspection by any person even if the file or paper resides in the contractor's office or facility. The vendor shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the contractor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the Contracting Officer.

Any copyright derived from any agreement derived from this solicitation shall belong to the author. The author and the contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the contractor in any deliverable and/or report for the County's use which may include publishing in County documents and distribution as the County deems to be in the County's best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable shall be considered defective and not acceptable and the contractor will not be eligible for any compensation.

**Section 1.29: Risk of Loss**

The vendor assumes the risk of loss of damage to the County's property during possession of such property by the vendor, and until delivery to, and acceptance of, that property to the County. The vendor shall immediately repair, replace or make good on the loss or damage without cost to the County, whether the loss or damage results from acts or omissions (negligent or not) of the vendor or a third party.

The vendor shall indemnify and hold the County harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this contract. The vendor shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the County when applicable, and shall pay all costs and judgments which may issue thereon.

**Section 1.30: Special Notice to Vendors Regarding Federal and/or State Requirements**

Upon award of a contract resulting from this solicitation, the vendor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

- 1) All persons employed by the vendor during the term of the contract to perform employment duties within Lake County; and
- 2) All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.



**SCOPE OF SERVICES**

The purpose of this solicitation is to establish a contract for transportation and/or disposal of leachate in conjunction with the County's needs. The County requires the vendor to properly transport and/or dispose of solid waste landfill leachate containing chlorides from the Lake County Public Works, Solid Waste Division Facility located at 13130 County Landfill Road, Tavares, Florida.

Three options are being considered in this ITB.

1. Vendor(s) to transport only
2. Vendor(s) to dispose only
3. Vendor(s) to transport and dispose

**Option 1**

Vendor(s) shall collect, transport, and unload the leachate from the Lake County Public Works, Solid Waste Division to a pre-approved disposal facility.

**Option 2**

Vendor(s) accept the leachate from pre-approved vendor(s) transporting from the Lake County Public Works, Solid Waste Division to the vendor(s) disposal facility for processing.

**Option 3**

Vendor(s) shall collect, transport, and unload the leachate from the Lake County Public Works, Solid Waste Division to their pre-approved disposal facility for processing.

**Note: The County may also elect to transport the leachate utilizing County equipment to the approved disposal facilities.**

The vendor(s) shall have the ability to dispose of at least 50,000 gallons within a twenty-four (24) hour period during peak times. Weather conditions and solid waste operations will affect leachate quantities. The County may not require the contractor services during certain weeks due to small quantities of leachate being generated. However, the contractor shall be available and on call 365 days per year.

The County's estimated total annual gallonage for disposal is 1,000,000 to 3,000,000.

The quantities listed in the pricing section are **estimated annual** requirements only and are given only to allow for preparation of your bid proposal. **NO QUANTITIES ARE GUARANTEED FROM THIS INVITATION TO BID.** Any contract entered into will be an indefinite quantity type. The contractor shall provide services as may be ordered, and the contract shall be binding only for the actual services ordered during the contract period. Blanket Purchase Orders, E Payment or Visa payments will be utilized throughout the contract period(s) as needs are determined.

The Lake County Public Works, Solid Waste Division is located at:  
13130 County Landfill Road  
Tavares, FL 32778

Lake County Public Works, Solid Waste Division Facility hours of operation are:

<u>Days of Operation</u>	<u>Hours of Operation</u>
Monday through Saturday	7:30 am to 5:30 pm Last load 5:00 pm
Sundays, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day	Closed

And/or

Any other days that may be necessary to address natural disasters and/or unforeseen events.

The vendor(s) shall collect, transport and properly dispose of leachate from the Lake County Public Works, Solid Waste Division in Tavares, Florida to the vendors processing facility.

Vendor(s) bidding on transportation only to disposal sites shall have the ability to transport a minimum of two to six loads per day.

The County reserves the right to add or subtract disposal facilities.

**The County has prequalified the following sites for disposal. Only these sites will be competing through this ITB for the disposal rights. The County is supplying the addresses to these sites for transport companies for costing analysis for this ITB. Actual sites shall be determined during the evaluation process for this ITB.**

Note: If you have a site that you wish to have pre-qualified for a future solicitation, please contact Lake County Public Works, Solid Waste Division Facility to start the qualifying processes.

**Site A:**

Liquid Environmental Solutions, Inc.  
1640 Tallyrand Road  
Jacksonville, FL 32205  
800.447.3592

**Site B:**

Water Recovery, Inc.  
1819 Albert Street  
Jacksonville, FL 32202  
904.475.9320

**Site C**

Covanta Lake II, Inc.  
3830 Rogers Industrial Park Road



Okahumpka, FL 34762  
352.365.1611, ext. 228

The vendor(s) disposal site shall be an approved EPA (Environmental Protection Agency Centralized Waste Treatment/FDEP (Florida Department of Environmental Protection) permitted site and shall adhere to all rules and regulations set forth by FDEP. A copy of the permit shall be submitted with your bid.

The County reserves the right to conduct its own investigation of the disposal site to determine whether the site is acceptable, in the County's sole discretion. Vendor(s) shall supply any additional information requested by the County, including facility inspection/compliance reports.

Vendors are encouraged to familiarize themselves with the facilities as listed in the above specifications. Failure to do so will not discharge bidder liability to supply the transportation and/or disposal of the leachate under the terms and conditions specified herein.

The vendor(s) shall have vehicles at the County landfill location within twenty-four (24) hours of County notification. The vendor's tankers shall be empty and free of any contaminants that may affect the chemical characteristics of the leachate. The County reserves the right to inspect tankers and sample contents as needed, and reject any contaminated tanker from County service.

Transport by a Lake County contracted hauler to the vendor's disposal facility will be monitored and no load will leave the County landfill that exceeds FDOT (Florida Department of Transportation) weight limits.

Prior to the vendor(s) or its representative leaving the Lake County Public Works, Solid Waste Division with a load of leachate, the County will provide the vendor(s) with a transaction receipt (weigh ticket) showing the gross, tare and net tons of each load removed and manifest with EPA identification numbers for the Generator, Transporter and Receiving Facility.

The vendor(s) shall use only drivers certified to transport waste materials of the category determined by laboratory analysis of the contained product and vehicles certified to contain and transport the same. The vendor(s) shall secure and maintain all licenses, certifications, insurance and all other required regulatory qualifications to transport and transfer the same.

The vendor(s) shall provide all labor, trucks, connection hoses and associated waste handling equipment for the collection, transportation and disposal of leachate. The vendor(s) agrees to provide only trained personnel to perform collection, transportation and disposal of Leachate. Vendor(s) agrees that spill control, reporting and clean up in accordance with federal, state and local standards associated with truck loading, transportation and unloading is the sole responsibility of the vendor(s).

The County's current leachate system includes storage tanks and appurtenances in order to provide for fast filling of tanker trucks.

**Due to the presence of methane gas, there is no smoking allowed at the Lake County Public Works, Solid Waste Division Facility. Vendor(s) shall not smoke at the Lake County Public**

**Works, Solid Waste Division Facility nor permit any employee or representative to smoke at the Lake County Public Works, Solid Waste Division Facility.**

The basis of payment for collection, transport, and unloading shall be the net weight of liquid loaded into the trucks which are transported across the scales at the Lake County Public Works, Solid Waste Division Facility. The unit weight of leachate shall be 8.34 pounds per gallon. The vendor(s) shall submit a monthly detailed invoice to the County for the purpose of payment which will be determined by the number of gallons of leachate actually hauled, based on the Lake County Public Works, Solid Waste Division Facility scale records. Lake County will provide the contractor with an itemized scale house record of leachate hauled each calendar month only upon request.

Testing: Lake County will collect, analyze and pay for laboratory samples required by the regulatory agencies.

Transportation costs to the disposal facility will be a factor in the award.

No back haul charges are allowed.



**3.1 DEFINITIONS**

**Addenda:** A written change to a solicitation.

**Bid:** Shall refer to any offer(s) submitted in response to this Invitation to Bid.

**Bidder:** Shall refer to anyone submitting a bid in response to an Invitation to Bid.

**Contract:** The agreement to perform the services set forth in this solicitation. The contract will be comprised of the solicitation document signed by both parties with any addenda and other attachments specifically incorporated.

**Contractor:** The vendor to which award has been made.

**County:** Shall refer to Lake County, Florida.

**Invitation to Bid (ITB):** Shall mean this solicitation document, including any and all addenda. An ITB contains well-defined terms, conditions, and specifications, and is awarded to the lowest priced responsive and responsible bidder.

**Modification:** A written change to a contract.

**Responsible:** Refers to a bidder that has the capacity and capability to perform the work required under an Invitation to Bid, and is otherwise eligible for award.

**Responsive:** Refers to a bidder that has taken no exception or deviation from the terms, conditions, and specifications set forth in an Invitation to Bid.

**Solicitation:** The written document requesting either bids or proposals from the marketplace.

**Vendor:** A general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established that the words "shall", "must", or "will" are equivalent within this ITB and indicate a mandatory requirement which shall not be waived by the County.

**3.2 INSTRUCTIONS TO BIDDERS****A. Bidder Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership
3. Drug-Free Workplace
4. W-9 and 8109 Forms – The vendor must furnish these forms upon request as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

**B. Public Entity Crimes**

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**C. Request for Additional Information**

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in

writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the bid due date. Such inquiries shall contain the requester's name, address, and telephone number. The Procurement Services Office may issue an addendum in response to any inquiry received, prior to bid opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The bidder should not rely on any statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the bidder's responsibility to ensure receipt and to acknowledge all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the bid from being considered for award.

**D. Contents of Solicitation and Bidders' Responsibilities**

It is the responsibility of the bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Stated unawareness of contractual terms and conditions will not be accepted as a basis for varying the requirements of the County or the amount to be paid to the vendor.

**E. Restricted Discussions**

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation with any employee, agent, or any other representative of the County except as authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are written documents from the vendor addressed to the designated procurement representative and relevant documents promulgated by the designated procurement representative.

**F. Change to, Withdrawal of, or Mistake in, Bid**

**Changes to Bid** - Prior to bid opening, a bidder may change its bid by submitting a new bid with notice on the firm's letterhead, signed by an authorized agent, stating that the new submittal replaces the original submittal. The new submittal shall contain all information as required for submitting the original bid.

**Withdrawal of Bid** - A bid may be withdrawn, either physically or by written notice, at any time prior to the bid due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the bid due date and time. A bid may also be withdrawn after expiration of the specified bid acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The withdrawal letter must be on company letterhead and signed by an authorized agent of the bidder.

**Mistake in Bid** - Any allegation of mistake in Bid shall be treated on a case-by-case basis. It is to be assumed that any alteration in bid price after receipt of bids will be exceptional in nature, and will be allowed only when substantiated by current legal precedence.

**G. Conflicts within the Solicitation**

Where there appears to be a conflict between contractual terms and conditions, the technical specifications, the pricing section, or any addendum issued, the order of precedence shall be: last addendum issued, the pricing section, the technical specifications, the special, and then general conditions. It is incumbent upon the vendor to identify such conflicts prior to the bid response date.

**II. Prompt Payment Terms**

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

**3.3 PREPARATION OF BIDS**

**A. The Pricing Section** of this solicitation defines the goods or services to be purchased, and must be completed and submitted with the bid. Use of any other form or alteration of



the form may result in the rejection of the bid.

- B. The bid submitted must be legible, and completed using typewriter, computer or ink. Any entry change must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- C. An authorized agent of the bidder's firm must sign the bid. **FAILURE TO SIGN THE BID MAY RENDER THE BID NON-RESPONSIVE.**
- D. The bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The bidder may submit alternate bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate bid must meet or exceed the minimum requirements and be submitted as a separate bid marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- G. Any bid received after the stipulated bid due date and time through no fault of the County will be considered late, and except under the most exceptional circumstances, not be considered for award.
- H. Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination.

### 3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, or evidence any prior understanding, agreement, or connection in such regard, such bids shall be presumed to be collusive. Related parties shall mean bidder or principals thereof that have a direct or indirect ownership interest in another bidder for the same contract or in which a parent company or the principals thereof of one bidder have a direct or indirect ownership interest in another bidder for the same contract. Bids found to be collusive shall be rejected. Bidders which have been found to have engaged in collusion may be considered non-responsive, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

### 3.5 PROHIBITION AGAINST CONTINGENT FEES

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

### 3.6 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

### 3.7 INCURRED EXPENSES

This solicitation does not commit the County to award nor be responsible for any cost or expense which may be incurred by any bidder in preparing or submitting a bid, or any cost or expense incurred prior to the execution of a purchase order or contract.

### 3.8 COUNTY IS TAX-EXEMPT

The County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will sign an exemption certificate if submitted by the contractor. Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

### 3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of a bid will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act."). The bidder should not submit any information which the bidder considers proprietary or confidential. The submission of any information to the County in connection with any solicitation shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

### 3.10 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any invitation to Bid when it is in the best interest of the County.

### 3.11 AWARD

- A. Unless otherwise allowed by statute or ordinance, award will be made to the lowest priced responsive and responsible bidder. The County reserves the right to reject any and all bids, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all bids if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work is not amended.
- E. Award will only be made to firms that satisfy all legal requirements to do business with the County. The County may conduct a pre-award inspection of the bidder's site or conduct a pre-award qualification meeting to determine the responsibility and capacity of the bidder to perform. Award may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- F. The bidder's performance as prime or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a responding bidder.
- G. The Director of Procurement Services will decide all tie bids in consonance with current written procedure in that regard.
- H. A vendor wishing to protest any award decision resulting from this solicitation shall do as provided for in the County's Purchasing Procedure Manual.

### 3.12 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

### 3.13 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be



governed by the same terms and conditions as stated herein with the exception of the change in agency name.

### 3.14 CONTRACT EXTENSION

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s). Exercise of the above options requires the prior approval of the Director of Procurement Services.

### 3.15 WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

### 3.16 ESTIMATED QUANTITIES

Estimated quantities or dollars are for bidder's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

### 3.17 NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

### 3.18 CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

### 3.19 LAWS, RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

### 3.20 SUBCONTRACTING

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

### 3.21 ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its

power to execute such contract to any person, company or corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regard may result in termination of the contract for default.

### 3.22 RESPONSIBILITIES AS EMPLOYER

The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the County. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

### 3.23 INDEMNIFICATION

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

### 3.24 MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

### 3.25 TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

### 3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

### 3.27 TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or effect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.



**3.28 FRAUD AND MISREPRESENTATION**

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

**3.29 RIGHT TO AUDIT**

The COUNTY reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY's choosing. CONTRACTOR shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

**3.30 PUBLIC RECORDS/ COPYRIGHTS**

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the vendor for or on behalf of the County shall be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the County are public records available for inspection by any person even if the file or paper resides in the vendor's office or facility. The vendor shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the Contract, the vendor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the County.

Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

**3.31 GOVERNING LAWS**

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their

respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

**3.32 STATE REGISTRATION REQUIREMENTS**

Any corporation submitting a bid in response to this ITB shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this ITB shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

**3.33 PRIME CONTRACTOR**

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for successful performance of the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

**3.34 FORCE MAJEURE**

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

**3.35 NO CLAIM FOR DAMAGES**

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

**3.36 TRUTH IN NEGOTIATION CERTIFICATE**

For all agreements exceeding \$150,000, the firm awarded the agreement may be required to execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting.

**3.37 GRANT FUNDING**

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the vendor by the County upon request.



**ITB TITLE: LEACHATE DISPOSAL AND/OR TRANSPORTATION****NOTES:**

- Lake County is exempt from all taxes (Federal, State, Local). Pricing should be less all taxes. A Tax Exemption Certificate will be furnished upon request.
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being "estimated" quantities, vendors are advised to review the "Estimated Quantities" clause contained in Section 3 of this solicitation.
- Each price offered in your bid shall be a firm-fixed price, exclusive of any tax. Any bid containing a modifying or "escalator" clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- Vendors are advised to visit our website at <http://www.lakecountynil.gov> and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.

**ACKNOWLEDGEMENT OF ADDENDA****INSTRUCTIONS:** Complete Part I or Part II, whichever applies**Part I:**

The bidder must list below the dates of issue for each addendum received in connection with this ITB:

Addendum #1, Dated: Rec'd. February 6 2012

Addendum #2, Dated: \_\_\_\_\_

Addendum #3, Dated: \_\_\_\_\_

Addendum #4, Dated: \_\_\_\_\_

**Part II:**☐ No Addendum was received in connection with this ITB.

## SECTION 4 - PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 12-0808

## PRICING SECTION

Item	Item Description	Unit	Estimated Quantity	Unit Price	Extended Price
1.	<p><b>OPTION 1</b></p> <p>The vendor shall provide for all labor, trucks, connection hoses and associated waste handling equipment for the collection, transportation and unloading to a preapproved County disposal site per preceding terms, conditions and scope of work.</p> <p>Site A: Liquid Environmental Solutions Inc.</p> <p>Site B: Water Recovery Inc.</p> <p>Site C: Covanta Lake II, Inc.</p> <p>Capacity to haul leachate to the County preapproved facilities. At Least 12 loads per day</p> <p>12 hours notification for emergency transport due to heavy rains</p> <p>Name/telephone/cell phone number of emergency contact: James Scott - 954-868-3253 Dan Goss - 941-323-1337</p>	Per Gal	3,000,000	\$ .085	\$ 255,000
		Per Gal	3,000,000	\$ .085	\$ 255,000
		Per Gal	3,000,000	\$ .024	\$ 72,000
2.	<p><b>OPTION 2</b></p> <p>The vendor shall dispose/process the County leachate transported by independent haulers or County transport received at the vendor site per the preceding terms, conditions and scope of work.</p>	Per Gal	3,000,000	\$ <del>N/A</del>	\$ <del>N/A</del>



	<p>Name/telephone/cell phone number of emergency contact:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p><b>OPTION 3</b> <i>N/A</i></p> <p>3. The vendor shall provide for all labor, trucks, connection hoses and associated waste handling equipment for the collection, transportation and unloading to their disposal site per preceding terms, conditions and scope of work.</p> <p>The vendor shall dispose/process the County leachate per the preceding terms, conditions and scope of work.</p> <p>Capacity to haul leachate to your preapproved facility.</p> <p>_____ loads per day</p> <p>_____ hours notification for emergency transport due to heavy rains</p> <p>Name/telephone/cell phone number of emergency contact:</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>Per Gal</p> <p>Per Gal</p> <p>TOTAL OPTION 3</p>	<p>3,000,000</p> <p>3,000,000</p>	<p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>	<p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>
--	---	---	-----------------------------------	---	---

**By Signing this Bid the Bidder Attests and Certifies that:**

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The bidder hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this bid document and any contract(s) and/or other transactions required by award of this solicitation.

**Certification Regarding Acceptance of County Electronic Payable Process**Vendor will accept payment using the County's VISA- based electronic payment system: ☐ Yes ☒ No**Purchasing Agreements with Other Government Agencies**

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. ☒ Yes ☐ No (Check one)

**Certification Regarding Felony Conviction**

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? ☐ Yes ☒ No (Check one)

**Conflict of Interest Disclosure Certification**

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

DUNS Number (Insert if this action involves a federal funded project): \_\_\_\_\_

**General Vendor Information and Bid Signature:**

Firm Name: Delta Pioneer INC.  
 Street Address: 3629 miveda DR. Sarasota, FL 34239  
 Mailing Address (if different): Same  
 Telephone No.: 941-359-2721 Fax No.: 941-866-3531 E-mail: JamesScott@Delta-Pioneer.com  
 FEIN No. 65 - 0370122 Prompt Payment Terms: 0 % 0 days, net 30  
 Signature: James Scott Date: February 24, 2012  
 Print Name: JAMES SCOTT Title: UP

**Award of Contract by the County: (Official Use Only)**

By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.

**Vendor awarded as:**

- ☐ Sole vendor ☐ Pre-qualified pool vendor based on price  
☐ Pre-qualified pool vendor (spot bid) ☒ Primary vendor for items: \_\_\_\_\_  
☐ Secondary vendor for items: \_\_\_\_\_ ☐ Other status: \_\_\_\_\_

Signature of authorized County official: Roseann Johnson Date: 5-29-12  
 Printed name: Roseann Johnson Title: Sr. Contracting Officer  
 Purchase Order Number assigned to this contract for billing purposes: TBD



**THE FOLLOWING DOCUMENTS ARE ATTACHED**

Attachment 1: Work References

Attachment 2: Check List

## WORK REFERENCES

Agency	TROPICANA manufacturing
Address	6500 Glades cutoff RD.
City, State, ZIP	Fort Pierce, FL 34981
Contact Person	Scott Davis
Telephone	772-465-2030 x443
Date(s) of Service	1993 → Present
Type of Service	Haul Liquid wastewater
Comments:	many millions of Dollars of work

Agency	Aqua Clean Environmental
Address	3210 Whitten RD
City, State, ZIP	Lakeland, FL 33811
Contact Person	Bob Rokok
Telephone	883-712-6631
Date(s) of Service	July 2009 → Present
Type of Service	Haul Leachate from ST. Lucie County Landfill to WWTP.
Comments:	Project ongoing

ST.  
Lucie  
COUNTY  
Leachate

Agency	Volusia County
Address	2560 W SR 44
City, State, ZIP	Deland, FL 32720
Contact Person	Phil Larrimore
Telephone	386-804-7786
Date(s) of Service	Jan 2010 → Present
Type of Service	Haul Biosolids from WWTP to Thermal Facility
Comments:	ongoing



**Bid Check List**

Bidder has enclosed in your opaque envelope properly addressed as

Bid Request No. 12-0808

Yes ☒ No ☐

(Please ensure company name upper left hand corner)

Insurance Requirements (Section 1.8)

Yes ☒ No ☐

Two originals and three (2) copies  
Of complete bid package (Section 1.13.2)

Yes ☒ No ☐

Have you supplied the required technical information?  
(Section 1.22)

Occupational License

Yes ☒ No ☐

Hauling Permits

Yes ☐ No ☐ N/A

Wastewater Treatment Plant Operations Permit

Yes ☐ No ☐ N/A

Annual Inspection for compliance with your  
facility's discharge permits

Yes ☐ No ☐ N/A

FDEP Storage Tank Placard

Yes ☐ No ☐ N/A

Accidental Discharge Plan

Yes ☐ No ☐ N/A

User Discharge Permit

Yes ☐ No ☐ N/A

Exceptions to specifications (Section 2)  
(If any)

Yes ☐ No ☒

The complete bid document including pricing  
-include service facility location  
-available delivery  
-contact person information

Yes ☒ No ☐

Copy of State Registration  
(Corporation)

Yes ☒ No ☐

Copy of Emergency Action Plan  
(Spill Prevention/Accidental Discharge)

Yes ☒ No ☐

References (Section 5)

Yes ☒ No ☐

# 2011 FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P92000004370

Entity Name: DELTA PIONEER, INC.

FILED  
Feb 15, 2011  
Secretary of State

## Current Principal Place of Business:

3629 MINEOLA DR.  
SARASOTA, FL 34239 US

## New Principal Place of Business:

## Current Mailing Address:

3629 MINEOLA DR.  
SARASOTA, FL 34239 US

## New Mailing Address:

FEI Number: 65-0370122      FEI Number Applied For ( )      FEI Number Not Applicable ( )      Certificate of Status Desired ( )

## Name and Address of Current Registered Agent:

SCOTT, MALCOLM  
3629 MINEOLA DR.  
SARASOTA, FL 34239 US

## Name and Address of New Registered Agent:

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

## OFFICERS AND DIRECTORS:

Title: PD  
Name: SCOTT, MALCOLM  
Address: 3629 MINEOLA DR.  
City-St-Zip: SARASOTA, FL 34239 US

Title: VTSD  
Name: SCOTT, JAMES A.  
Address: 14461 YELLOW BUTTERFLY RD  
City-St-Zip: WINDERMERE, FL 34786 US

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: MALCOLM SCOTT

PD

02/15/2011

Electronic Signature of Signing Officer or Director

Date



**Sarasota County Business Tax Receipt****2011-12**

THIS TAX DOES NOT ASSURE QUALITY OF WORK OR CONFIRM THAT REGULATORY OR  
ZONING REQUIREMENTS HAVE BEEN MET, IT IS THE OWNER'S RESPONSIBILITY TO  
ENSURE COMPLIANCE.

Account No.  
3900700015775

**Business Type:** BUSINESS CONSULTANT

**Business Address:** DELTA PIONEER INC  
3629 MINEOLA DR  
SARASOTA uninc FL 34238

PAID: 6016164.0001 7/22/2011 \$14.43

SCOTT MC

3629 MINEOLA DR  
SARASOTA FL 34238

All businesses in Sarasota County are responsible for complying with  
the Sarasota County mandatory recycling ordinance.

**Valid until 9/30/2012**

Sarasota County Tax Collector  
Barbara Ford-Coates  
101 S. Washington Blvd., Sarasota, FL 34236  
(941) 861-8300, option 3  
[www.SarasotaTaxCollector.com](http://www.SarasotaTaxCollector.com)  
[Info@SarasotaTaxCollector.com](mailto:Info@SarasotaTaxCollector.com)

Spill Prevention and Procedure

Please note that anything is possible, but we have never had a spill event, including over 75 MG of leachate for Sarasota County over a three year period.

Procedure

All our tankers are inspected regularly, well maintained, and receive an annual DOT inspection and certification.

All our drivers perform daily equipment inspection, and are trained on spill prevention, and action should a spill occur.

All our tractors have Cell phones as well as radios in them. In the event of any spill, the driver is instructed to:

- Call the Delta Pioneer Project Manager immediately.
- The Project Manager (or Driver) will Notify WMD immediately of the situation.
- The Project Manager (or Driver) will call a Delta Pioneer Vac. truck by radio or cell phone to have him come to the site immediately to pump off the load and suck up any spilled material and to convey it to the WWTP or back to the landfill. Potable water may be used to clean the spill area and it too is sucked up into the vac. truck.
- The Project Manager (or Driver) will alert local police if appropriate.
- Driver moves vehicle off highway and places Safety Barriers around spill area.
- Driver uses squeegee to prevent spillage area from spreading.
- Driver warns approaching traffic about spill area and keeps them out of the spill area.
- Hydrated lime is used to disinfect the area if appropriate.
- Clean up truck and both drivers remain on site until local authorities give clearance to depart the scene.
- Project Manager generates Event Report and submits to WMD within 24 hours.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/29/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Valek Insurance and Bonds, LLC P.O. Box 20709 2079 Constitution Blvd. Sarasota, FL 34231	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 941.923.1218      FAX (A/C, No): 941.923.1765 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: 00000333														
<b>INSURED:</b> Delta Pioneer Inc 3629 Mineola Dr Sarasota, FL 34239	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: ACE/Westchester Fire</td> <td></td> </tr> <tr> <td>INSURER B: Ace American Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C: FCCI Insurance Group</td> <td>10178</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE/Westchester Fire		INSURER B: Ace American Insurance Company		INSURER C: FCCI Insurance Group	10178	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: ACE/Westchester Fire															
INSURER B: Ace American Insurance Company															
INSURER C: FCCI Insurance Group	10178														
INSURER D:															
INSURER E:															
INSURER F:															

## COVERAGES

CERTIFICATE NUMBER: 11/12

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

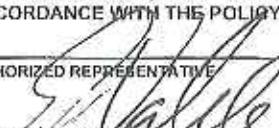
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			G24164755002	10/01/2011	10/01/2012	EACH OCCURRENCE \$ 3,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Pollution Liab						PERSONAL & ADV INJURY \$ 3,000,000
	<input checked="" type="checkbox"/> Ltd Contractual						GENERAL AGGREGATE \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COM/OP AGG \$ 3,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
B	AUTOMOBILE LIABILITY			H08452441-002	10/01/2011	10/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
	<input checked="" type="checkbox"/> Pollution Liab						\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DEDUCTIBLE						\$
	RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			001-WC10A-49143	06/09/2011	06/09/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holders are listed as additional insureds with regard to Liability if required by written contract and coverage is primary & noncontributory and includes a Severability of Interests provision. Waiver of subrogation applies in favor of the certificate holder if required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

Lake County, a Political subdivision of the State of Florida and the board of County Commissioners PO Box 7800 Tavares, FL 32778-7800	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  Edward Valek II
---	--

## ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

AGENCY <b>Valek Insurance and Bonds, LLC</b>		NAMED INSURED <b>Delta Pioneer Inc</b>	
POLICY NUMBER		Sarasota, FL 34239	
CARRIER	NAIC CODE	EFFECTIVE DATE:	

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: ACORD Certificate of Liability InsuranceCERTIFICATE HOLDER: Lake County, a Political subdivision of the

## Garage Liability

INSR ADD'L LTR INSRD	SUBR WVO	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
					AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC \$
					AUTO ONLY AGG \$

## Automobile Liability

POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)
---------------	-------------------------------------	--------------------------------------

## Excess/Umbrella Liability

POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
			\$

## Other Liability

POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
---------------	-------------------------------------	--------------------------------------	--------

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

30 days notice of cancellation for all reasons other than non-payment which is 10 days  
ITB Number 12-0808





# LAKE COUNTY FLORIDA

OFFICE OF PROCUREMENT SERVICES  
315 WEST MAIN STREET, SUITE 441  
PO BOX 7800  
TAVARES FL 32778-7800

PHONE: (352) 343-9839  
FAX: 352) 343-9473

## ADDENDUM NO. 1

Date: February 6, 2012

ITB / RFP No. 12-0808

### ITB/RFP Title: Leachate Disposal and/or Transportation

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial bid or proposal response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum   x   does        does not change the date for receipt of bids or proposals.

The purpose of this addendum is to change the bid opening date. The new due date for this bid will be Wednesday March 21, 2012 at 3:00 p.m.

Firm Name: Delta Pioneer Inc Date: 2-9-2012  
Signature: James Scott Title: VP  
Typed/Printed Name: James Scott